

**BONDERA ASSET SALE AND PURCHASE AGREEMENT****EXHIBIT B****Substance Injection Patents**

<b>Case No</b>	<b>CC</b>	<b>Country Name</b>	<b>Status</b>	<b>Appln No</b>	<b>FilDate</b>	<b>Patent No</b>	<b>Issue Date</b>
L-3932-01	AU	Australia	Granted	2006216540	25-Sep-2007	2006216540	14-Jul-2011
L-3932-01	BR	Brazil	Pending	PI0607823-0	24-Aug-2007		
L-3932-01	CA	Canada	Pending	2598818	24-Feb-2006		
L-3932-01	CN	China	Published	200680014078.2	25-Oct-2007		
L-3932-01	EP	European Pat	Pending	06736098.2	24-Feb-2006		
L-3932-01	HK	Hong Kong	Published	09107150.2	04-Aug-2009		
L-3932-01	IN	India	Published	6708/DELNP/2007	30-Aug-2007		
L-3932-01	JP	Japan	Granted	557206/07	23-Aug-2007	4871886	25-Nov-2011
L-3932-01	JP	Japan	Pending	1968/11	07-Jan-2011		
L-3932-01	KR	Korea, Rep of	Pending	10-2007-7021184	14-Sep-2007		
L-3932-01	MX	Mexico	Granted	MX/a/2007/009964	16-Aug-2007	287859	
L-3932-01	MX	Mexico	Pending	MX/a/2010/001643	10-Feb-2010		
L-3932-01	RU	Russian Fedn	Granted	2007135350	24-Sep-2007	2370600	20-Oct-2009
L-3932-01	US	United States	Granted	11/066927	25-Feb-2005	7584581	08-Sep-2009
L-3932-01	US	United States	Granted	12/361437	28-Jan-2009	7836650	23-Nov-2010
L-3932-01	US	United States	Granted	12/499564	08-Jul-2009	7900418	08-Mar-2011
L-3932-01	VN	Viet Nam	Pending	1-2007-01749	30-Aug-2007		
L-3932-01	WO	PCT	Inactive	US2006/006693	24-Feb-2006		

Case No	CC	Country Name	Status	Appln No	FilDate	Patent No	Issue Date
L-3932-02	BR	Brazil	Published	PI0621976-4	26-Feb-2009		
L-3932-02	CA	Canada	Pending	2662130	26-Feb-2009		
L-3932-02	CN	China	Granted	200680056236.0	28-Apr-2009	ZL2006800562 36.0	14-Sep-2011
L-3932-02	EP	European Pat	Published	06814018.5	24-Mar-2009		
L-3932-02	HK	Hong Kong	Published	10107350.7	02-Aug-2010		
L-3932-02	MX	Mexico	Pending	MX/a/2009/002092	25-Feb-2009		
L-3932-02	US	United States	Granted	11/468544	30-Aug-2006	7565779	28-Jul-2009
L-3932-02	US	United States	Published	12/477265	03-Jun-2009		
L-3932-02	WO	PCT	Inactive	US2006/034079	31-Aug-2006		

**BONDERA ASSET SALE AND PURCHASE AGREEMENT**

**SCHEDULE 4.04**

**Buyer Intellectual Property Disclosure**

None

**EXHIBIT B**

**Affidavit of D. Andrew Bonham**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:	)	Chapter 11
	)	
W. R. GRACE & CO., et al. <sup>1</sup>	)	Case No. 01-01139 (JKF)
	)	(Jointly Administered)
Debtors.	)	
	)	
	)	

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**AFFIDAVIT OF D. ANDREW BONHAM IN SUPPORT OF NOTICE OF PROPOSED  
SALE OF BONDERA BUSINESS ASSETS PURSUANT TO ORDER ESTABLISHING  
PROCEDURES FOR THE SALE OF DE MINIMIS ASSETS**

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D. Andrew Bonham, being duly sworn, deposes and says:

1. I am Vice-President, W. R. Grace & Co.-Conn. ("Grace"), one of the above captioned debtors and debtors in possession ("Debtors"), and President of Grace's Construction Products business segment.<sup>2</sup> All facts set forth in this Affidavit are based on my personal knowledge, upon information supplied to me by employees of the Debtors and upon my opinion based upon experience and knowledge of Grace's businesses.

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<sup>1</sup> The Debtors consist of the following 62 entities: W. R. Grace & Co. (f/k/a Grace Specialty Chemicals, Inc.), W. R. Grace & Co.-Conn., A-1 Bit & Tool Co., Inc., Alewife Boston Ltd., Alewife Land Corporation, Amicon, Inc., CB Biomedical, Inc. (f/k/a Circe Biomedical, Inc.), CCHP, Inc., Coalgrace, Inc., Coalgrace II, Inc., Creative Food N Fun Company, Darex Puerto Rico, Inc., Del Taco Restaurants, Inc., Dewey and Almy, LLC (f/k/a Dewey and Almy Company), Ecarg, Inc., Five Alewife Boston Ltd., G C Limited Partners I, Inc. (f/k/a Grace Cocoa Limited Partners I, Inc.), G C Management, Inc. (f/k/a Grace Cocoa Management, Inc.), GEC Management Corporation, GN Holdings, Inc., GPC Thomasville Corp., Gloucester New Communities Company, Inc., Grace A-B Inc., Grace A-B II Inc., Grace Chemical Company of Cuba, Grace Culinary Systems, Inc., Grace Drilling Company, Grace Energy Corporation, Grace Environmental, Inc., Grace Europe, Inc., Grace H-G Inc., Grace H-G II Inc., Grace Hotel Services Corporation, Grace International Holdings, Inc. (f/k/a Dearborn International Holdings, Inc.), Grace Offshore Company, Grace PAR Corporation, Grace Petroleum Libya Incorporated, Grace Tarpon Investors, Inc., Grace Ventures Corp., Grace Washington, Inc., W. R. Grace Capital Corporation, W. R. Grace Land Corporation, Gracoal, Inc., Gracoal II, Inc., Guanica-Caribe Land Development Corporation, Hanover Square Corporation, Homco International, Inc., Kootenai Development Company, L B Realty, Inc., Litigation Management, Inc. (f/k/a GHSC Holding, Inc., Grace JVH, Inc., Asbestos Management, Inc.), Monolith Enterprises, Incorporated, Monroe Street, Inc., MRA Holdings Corp. (f/k/a Nestor-BNA Holdings Corporation), MRA Intermedco, Inc. (f/k/a Nestor-BNA, Inc.), MRA Staffing Systems, Inc. (f/k/a British Nursing Association, Inc.), Remedium Group, Inc. (f/k/a Environmental Liability Management, Inc., E&C Liquidating Corp., Emerson & Cuming, Inc.), Southern Oil, Resin & Fiberglass, Inc., Water Street Corporation, Axial Basin Ranch Company, CC Partners (f/k/a Cross Country Staffing), Hayden-Gulch West Coal Company, H-G Coal Company.

<sup>2</sup> Capitalized terms not otherwise defined herein shall have the meaning as defined in the Notice.

2. Further, I am generally familiar with the operations and ordinary course of business of Grace and the other Debtors.

3. I have reviewed the *Notice of Proposed Sale of Bondera Business Assets Pursuant to Order Establishing Procedures for the Sale of De Minimis Assets* (the "Notice") and attest that all facts and conclusions set forth therein are true and accurate. In furtherance and support of the facts set forth therein, I note the following.

4. ***Marketing Efforts.*** The Bondera® business is non-strategic and it is a poor fit with the goals of the Debtors' business plan. Nonetheless, since 2007, the Debtors have endeavored to grow the Bondera® business. Despite some initial and isolated instances of success, sales for the business subsequently declined and are now only minimal. The Debtors as a result have a substantial inventory of finished goods on hand, with only limited prospects for selling that inventory. Indeed, since late 2011, the Debtors have attempted to market the Inventory and other Assets by making it generally known to potentially interested parties that they were considering exiting this non-strategic business.

5. On April 1, 2012, Buyer manifested to Grace his interest in purchasing the Assets. Buyer's principal is an entrepreneur who is at the end of the term of a consulting agreement with the Debtors, pursuant to which he has been working in their Cambridge, MA, offices. He is also a former employee of a business that Grace acquired in 2010. As of the date hereof, the Debtors are not aware of any party other than Buyer that is interested or potentially interested in purchasing the Assets, whether on the terms set forth in the Sale Agreement or otherwise. Therefore, they have determined in their reasoned business judgment that they should not engage in a more formal marketing process, because such a process could put the proposed sale to Buyer at risk.

6. *The Sale is in the Best Interest of the Debtors' Estates.* The Debtors have determined in the reasonable exercise of their business judgment that selling the Assets on the terms and conditions set forth in the Sale Agreement is in the best interests of the Debtors and their estates. The business is non-strategic, and would require substantial effort to revitalize. Other than Buyer, there are no other potential purchasers of the Inventory, let alone the rest of the Assets. The consideration to be paid under the Sales Agreement is significantly higher than the only other potential alternative at hand, which would be to simply abandon some or all of the Assets.

7. For the foregoing reasons, as more fully described in the Notice, I have concluded in my reasonable business judgment, and the Debtors have determined in their reasoned business judgment, that the sale price reflected in the Sales Agreement will provide fair value to the Debtors for the Property.

**[execution page to follow]**

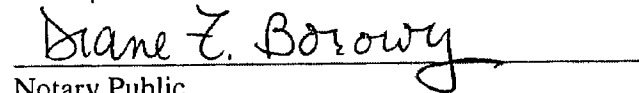
I declare under penalty of perjury that the forgoing is true and correct.

June 14, 2012

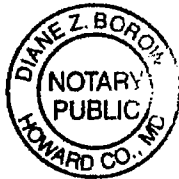


D. Andrew Bonham  
Vice President, W. R. Grace & Co.-Conn., & President, Grace Construction Products  
business segment

Sworn and Subscribed  
Before me on this 14th  
of June 2012



Notary Public  
My commission expires:



DIANE Z. BOROWY  
Notary Public, State of Maryland  
County of Howard  
My Commission Expires September 18, 2012